

## Giles Cheetham

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**From:** Clarke, Elizabeth <Elizabeth.Clarke@carterjonas.co.uk>  
**Sent:** 18 September 2013 16:15  
**To:** Giles Cheetham  
**Subject:** Hey Beck Lane, Woodkirk, Dewsbury  
**Attachments:** 0106\_001.pdf

Giles,

Apoloigies for delay in responding to your query.

Please find attached the plan showing sales of land.

I'm sending you the Blue triangle of land sold to S B Buckley 5/1/1966 as it makes reference to the FP in the conveyance.

The other conveyance S Buckley 1979 doesn't make any reference to the FP.

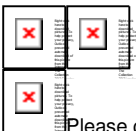
Regards,

Elizabeth Clarke  
Associate Land Agent

For and on behalf of Carter Jonas LLP  
T: 01924 462341  
M: 07753 790377  
W: [carterjonas.co.uk](http://carterjonas.co.uk)



Carter Jonas LLP  
Savile Estate Office  
Thornhill  
Dewsbury WF12 0QZ



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Carter Jonas LLP  
Place of Registration: England and Wales  
Registration Number: OC304417  
Address of Registered Office: 127 Mount Street, Mayfair, London. W1K 3NT

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## Giles Cheetham

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**From:** Clarke, Elizabeth <Elizabeth.Clarke@carterjonas.co.uk>  
**Sent:** 19 September 2013 14:53  
**To:** Giles Cheetham; jermy.cook@ramsdens.co.uk  
**Subject:** Footpath at Hey Beck Lane  
**Attachments:** 0112\_001.pdf

We have looked through the Savile Estate Archvies following the request about the footpath Batley 49.

There were two sales of land to Mr Buckley. The Sales correspondence files do not mention about footpath "apparent diversions".

I attach a conveyance for Hey Lane to Mr Hyde. There is mention of a right of way but it is not marked on the plan.

The Savile Estate Office was moved from Savile Town to Thornhill 1967. The files around this period have been destroyed.

So we cannot shed any further light on the footpath history.

If there was a Public Inquiry would there not be a record with the Planning Inspectorate or the relevant Government Statutory Body at the time that administered the Inquiry? Would it have been reported in the Estates Gazette under legal notices or a statutory reporting method?

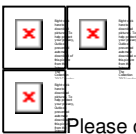
Regards,

Elizabeth Clarke  
Associate Land Agent

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## Giles Cheetham

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**From:** Giles Cheetham  
**Sent:** 19 July 2013 13:45  
**To:** 'Clarke, Elizabeth'  
**Cc:** Sharon Huddleston  
**Subject:** Savile land at Hey Beck Lane, Woodkirk, Dewsbury,  
**Attachments:** for Savile 1956 OS.pdf; for Savile 2013 OS.pdf

Lizzie,

Further to my phone call today, I wonder if you could provide the council with any information about the following:

It has been suggested that Savile Estate owned land in the 1960's at Hey Beck Lane. Attached are two plans showing the area. We are interested in Savile Estate records of any of this land shown. It is around OS grid ref SE 274 244. The properties shown have a post code of WF12 7QU. It has been suggested that Savile Estate subsequently disposed of part of this land in January 1966 to a Mr Buckley.

We are interested in any information or documentation in Savile records concerning public footpaths within this land, particularly prior to 1985.

1. This information or documentation may be *about physical changes to the footpaths* here, such as closure, relocating or re-alignment.
2. This information or documentation may be *about contact/correspondence with the local authority* regarding footpaths
3. Additionally, do you have any information on any request or process for public path diversion or stopping up on this land, whether application, proposal or formal legal order?

Thanks,  
Giles

### Giles Cheetham

Definitive Map Officer – Public Rights of Way  
Investment and Regeneration Service  
Kirklees Council, PO Box B93, Civic Centre III, Huddersfield, HD1 2JR

☎ 01484 225575  
✉ [giles.cheetham@kirklees.gov.uk](mailto:giles.cheetham@kirklees.gov.uk)  
🌐 [www.kirklees.gov.uk/](http://www.kirklees.gov.uk/)



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# Deeds of Conveyance



is made the Five  
day of January  
thousand nine hundred and  
One

sixty ~~five~~ Six BETWEEN DONALD ARTHUR COWDRY of 9 New Square Lincoln's Inn in the County of London Solicitor REGINALD CHARLES FRIPP D.S.O., M.A. of 27 Martin Lane Cannon Street in the City of London Chartered Accountant and THE HONOURABLE GRAHAM CHARLES KINNAIRD MASTER OF KINNAIRD of Crabb's Hill Hatfield Peverel in the County of Essex (hereinafter called "the Vendors") of the first part THE RIGHT HONOURABLE GEORGE HALIFAX BARON SAVILE D.L.J.P. (hereinafter called "Lord Savile") of the second part and STANLEY BRIAN BUCKLEY of 75 Hey Beck Lane Woodkirk Batley in the County of York (hereinafter called "the Purchaser") of the third part  
W H E R E A S :-

(1) BY a Conveyance dated the Fifteenth day of March One thousand nine hundred and sixty five and made between Lord Savile of the one part and the Vendors of the other part the property hereinafter described (together with other property) was conveyed to the Vendors in fee simple upon trust with the consent in writing of Lord Savile during his lifetime and after his death at their discretion to sell the same  
(2) THE Vendors in execution of the said trust for sale have with the consent of Lord Savile agreed with the Purchaser for the sale to him of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances at the price of One hundred and fifty pounds

N O W THIS DEED WITNESSETH as follows :-

1. IN consideration of the sum of One hundred and fifty pounds paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors AS TRUSTEES with the consent of Lord Savile (testified by his execution of this deed) hereby convey unto the Purchaser ALL THAT piece of Land adjoining Number 75 Hey Beck Lane in the Borough of Batley in the County of York containing in area Three hundred and ten square yards or thereabouts and for the purpose of identification only shewn on the plan annexed hereto and thereon coloured pink and edged red TOGETHER with the right (in common with all other persons for the time being having the like right) of ingress egress and way with or without horses cattle carts and other vehicles mechanically propelled or otherwise in over or upon the access road to the adjoining property



title in fee simple as incident to the ownership or occupation of other adjoining or neighbouring property of the Savile Estate Trust

(a) the right in common with the Purchaser and all other persons lawfully entitled thereto to use and make connections with the sewers and drains lying or intended to be lying in or under the property hereby conveyed and all other sewers and drains laid or hereafter to be laid within Eighty years of the date hereof within or under the said property (b) the right to erect rebuild or alter any buildings or erections upon other property belonging to the said Savile Estate Trust or any part or parts thereof in such manner and in all respects as they may think proper notwithstanding any interference thereby occasioned to the access of light or air to the property hereby conveyed or any buildings for the time being thereon (c) the right to build into or against any boundary or party wall separating the property hereby conveyed from any part of other property belonging to the Savile Estate Trust without making any compensation for the use of such wall (d) free and unrestricted enjoyment as legal easements or rights of all privileges or quasi-easements now or heretofore used or enjoyed over the property hereby conveyed in respect of any adjoining or neighbouring property now or formerly belonging to the Vendors TO HOLD the same UNTO the Purchaser in fee simple SUBJECT NEVERTHELESS as follows :-

(a) To the restrictions and stipulations set out in the Schedule hereto

(b) To the rights of adjacent owners and to all liabilities binding on the owners of the property hereby conveyed for the repair of roads dykes sewers drains gutters fences and other like matters

(c) To the footpath crossing the entire length of the North Western boundary of the property hereby conveyed as indicated on the said plan annexed hereto

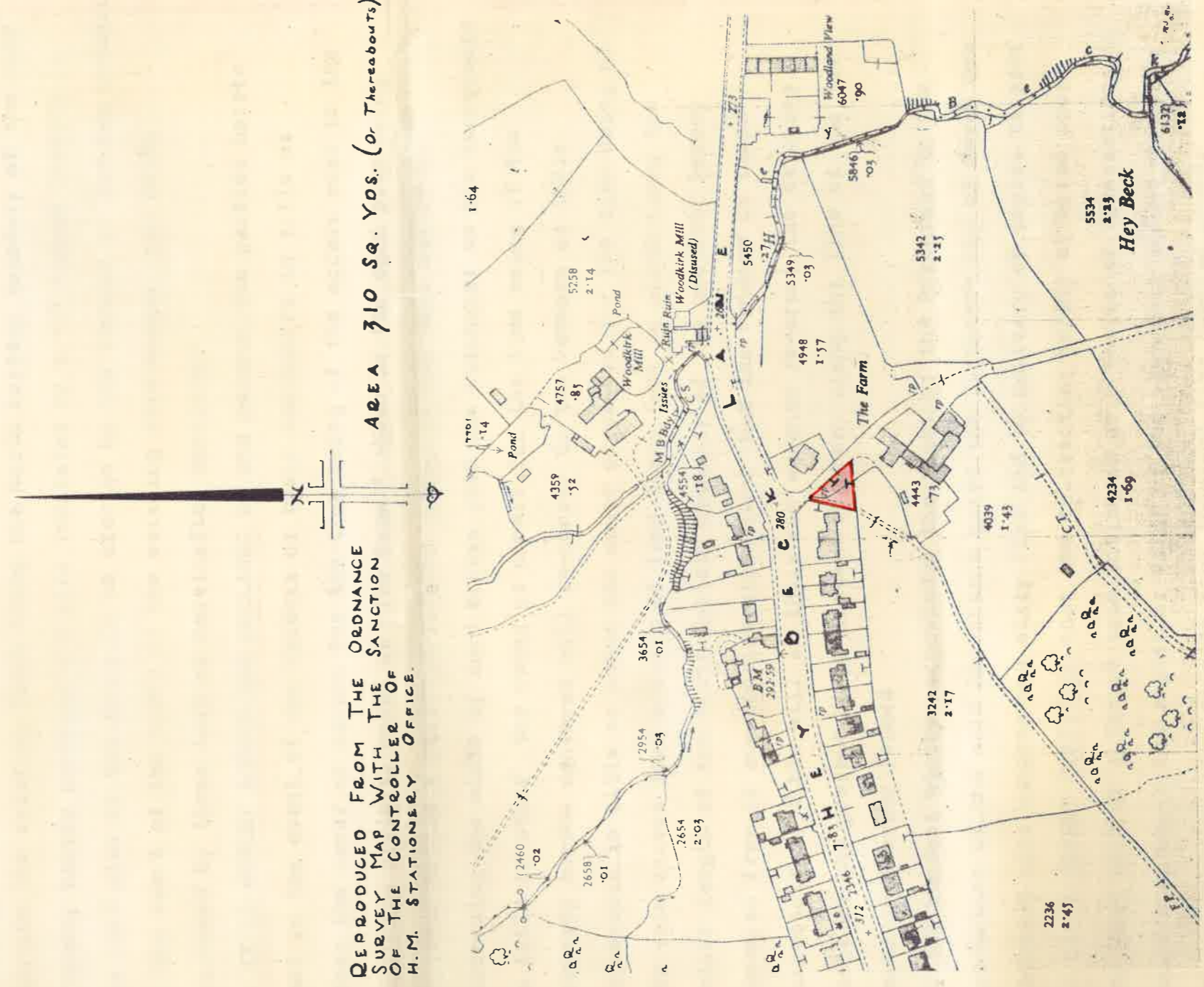
2. THE Purchaser so as to bind so far as may be the property hereby conveyed into whose hands soever the same may come and so that this covenant shall be for the benefit and protection of the adjoining or neighbouring property of the Vendors at Batley forming part of the Savile Estate Trust but so that the Purchaser shall not be personally liable for any breach of this covenant after he shall have parted with all interest in the property hereby conveyed hereby covenants with the Vendors that the Purchaser and those deriving

D.S. N° 2724.

SAVILE ESTATE TRUST  
BATLEY  
SALE TO  
S.B. BUCKLEY

REPRODUCED FROM THE ORDINANCE  
SURVEY MAP WITH THE SANCTION  
OF THE CONTROLLER OF  
H.M. STATIONERY OFFICE.

AREA 310 SQ. YDS. (Or Thereabouts)



SCALE 1:2500

MAY 1965.

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title under him will at all times hereafter observe and perform the restrictions and stipulations set out in the Schedule hereto

3. THE Purchaser also covenants with the Vendors and their successors in title that he the Purchaser and his successors in title will at his own expense (a) forthwith erect and forever after maintain along the Southern boundary of the property hereby conveyed and indicated by a "I" turned inwards on the said plan a fence of such materials height design and construction as has been or shall be approved in writing by the Vendors' Agent and (b) forever hereafter maintain the existing fence along the North Eastern boundary of the said property hereby conveyed and also indicated by a "I" turned inwards on the said plan or the fence to be erected by the Vendors on the new boundary in the event of the width of the existing farm access road being increased by three feet as hereinafter mentioned

4. IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that in the event of the Vendors or their successors in title or other the owner or owners for the time being of the access road to the adjoining property known as "The Farm " shewn on the said plan being desirous within a period of Eighty years of the date hereof of increasing the width of such access road the Purchaser or his successors in title or other the owner or owners for the time being of the property hereby conveyed will re-convey to the Vendors or their successors in title or other the owner or owners for the time being of the said access road a strip of land Three feet in width along the entire length of the North Eastern boundary of the property hereby conveyed free of any consideration save that the Vendors or their successors in title will at their own expense re-erect the existing fence on the present North Eastern boundary along the line of the new boundary thereby formed

5. THE Vendors hereby acknowledge the right of the Purchaser to the production of the said Conveyance dated the Fifteenth day of March One thousand nine hundred and sixty five and to delivery of copies thereof

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Four thousand five hundred pounds  
I N W I T N E S S whereof the said parties hereto have hereunto set their hands and seals the day and year first above written

THE SCHEDULE ABOVE REFERRED TO

1. No buildings shall be erected on the property hereby conveyed other

than a stable building or other outbuildings for use in connection with Number 75 Hey Beck Lane of such class elevation specification and design as shall be previously approved in writing by the Agent for the time being of the Vendors

2. Nothing shall be done or permitted to be done on the property hereby conveyed which may be a nuisance annoyance or injury to the Vendors or to the owners or occupiers for the time being of any property in the neighbourhood

3. No part of any buildings to be erected on the property hereby conveyed shall be erected in front of the building line prescribed by the Local Authority or over the strip of land Three feet in width along the entire length of the North Eastern boundary of the said property mentioned in Clause 4 of this Conveyance

4. No temporary buildings of any kind shall be erected upon the property hereby conveyed other than sheds and workshops to be used only for works incidental to the erection of permanent buildings thereon

5. No sand or gravel shall at any time be excavated or dug out of the property hereby conveyed except for the purpose of laying the foundation of the buildings to be erected thereon or of laying or adapting the ground as garden or pleasure ground

SIGNED SEALED and DELIVERED by the said

Donald Arthur Cowdry in the presence of :- )

*Eric Thompson*

*Clark to Messrs. Hunters,  
Solicitors,  
Lincoln's Inn.*

*Donald Arthur Cowdry*

SIGNED SEALED and DELIVERED by the said  
Reginald Charles Fripp in the presence  
of :- )

*R. C. Fripp*  
*27 Martin Lane,*

*R.C.4.  
Secretary*

*Reginald Charles Fripp*

SIGNED SEALED  
The Honourable  
Master of Kin

*62/63*

SIGNED SEALED  
The Right Hono  
Baron Savile D  
of :-

SIGNED SEALED a  
Stanley Brian B  
of :-

*Stanley Brian B*



103

SPD/ RCH  
DATED 5<sup>th</sup> Jan 1966

D.A. CONDRY ESQ. & OTHERS

- to -

S.B. BUCKLEY ESQ.

*Duplicate/*

Conveyance

- of -

A plot of land in Hey Beck Lane  
Batley in the County of York

**LCD (1) in respect hereof Registered at W.R.R.**

on 10.1.66 in Vol 1 Serial No 165

Hellewell, Pasley & Brewer

BIRSTALL